

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Ease Logistics Services, LLC v. Zeatoon Inc d/b/a Cross Forest, et al.

Ease Logistics · No. 2:25-cv-482 · Decided December 22, 2025

SUMMARY

The United States District Court for the Southern District of Ohio denied without prejudice Plaintiff Ease Logistics Services, LLC’s motion to strike Defendants’ jury demand. The court held that the contractual jury-waiver provision signed by Zeatoon Inc. could not, at this early stage, be enforced against nonsignatory defendants based solely on allegations that they were alter egos or agents of Zeatoon Inc. The court left open the possibility of a renewed motion after discovery produced supporting evidence.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Edmund A. Sargus, Jr.
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	December 22, 2025
DOCKET	2:25-cv-482
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to strike Defendants' jury demand based on a contractual jury-trial waiver. The district court denied the motion without prejudice because the alleged non-signatory alter-ego or agency relationships were unsupported by evidence at the early stage of litigation.
STANDARD OF REVIEW	The court applied the federal standard governing contractual waiver of the Seventh Amendment jury-trial right, requiring a knowing, voluntary, and intentional waiver and indulging every reasonable presumption against waiver.
PRECEDENTIAL VALUE	unknown

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QUESTIONS PRESENTED

1. Whether the court could enforce the Broker-Carrier Agreement's jury-trial waiver against Zeatoon LLC and Fathi A. Alawad, who did not sign the agreement, based solely on allegations that they were agents or alter egos of Zeatoon Inc.
2. Whether Plaintiff's motion to strike the jury demand should be denied without prejudice so that the issue could be revisited after discovery.

HOLDINGS

1. A court may not enforce a contractual jury-trial waiver against non-signatory defendants based merely on allegations that they are agents or alter egos of the signatory; supporting evidence is required before concluding that the non-signatories knowingly, voluntarily, and intentionally waived their constitutional jury-trial right.
2. A motion to strike a jury demand may be renewed after discovery develops evidence relevant to whether a contractual jury waiver binds the non-signatory defendants.

KEY QUOTATIONS

“The right to a jury trial is guaranteed by the Seventh Amendment and ‘occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right to a jury trial should be scrutinized with the utmost care.’” (Legal Standard)

“The Court declines to enforce a contractual jury waiver against non-signatories based on mere allegations.” (Analysis)

FACTUAL BACKGROUND

Ease Logistics alleged that it entered into a Broker-Carrier Agreement with Zeatoon Inc. and that Defendants agreed to transport food products from Texas to Indiana in May 2024. According to the complaint, Defendants failed to maintain the required temperature, rendering the shipment unconsumable, and refused to pay for the damaged shipment. The agreement contained a jury-trial waiver signed by Zeatoon Inc. as carrier, while Zeatoon LLC and Fathi A. Alawad were alleged but not proven to be agents or alter egos of Zeatoon Inc.

PROCEDURAL HISTORY

Plaintiff filed the action in the Franklin County Court of Common Pleas in January 2025 and filed an amended complaint in March 2025 asserting breach-of-contract, breach-of-duty-of-good-faith-and-fair-dealing, and common-carrier-liability claims. Defendants removed the action to the Southern District of Ohio in May 2025 and filed an answer containing a jury demand. The court denied Plaintiff's motion to strike the demand without

prejudice, allowing a renewed motion if discovery produces evidence supporting binding the non-signatory defendants to the contractual waiver.

DISPOSITION

other

CASES CITED

- Loc. 783, *Allied Indus. Workers of Am., AFLCIO v. Gen. Elec. Co.*, 471 F.2d 751, 755 (6th Cir. 1973)
- *Dimick v. Schiedt*, 293 U.S. 474, 486 (1935)
- *Aetna Ins. Co. v. Kennedy*, 301 U.S. 389, 393 (1937)
- *K.M.C. Co., Inc. v. Irving Tr. Co.*, 757 F.2d 752, 755–56 (6th Cir. 1985)
- *Hulsey v. West*, 966 F.2d 579, 581 (10th Cir. 1992)
- *EEOC v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002)
- *Arthur Anderson LLP v. Carlisle*, 556 U.S. 624, 631 (2009)
- *Cap City Dental Lab, LLC v. Ladd*, No. 2:15-CV-2407, 2016 WL 4573993, at *12 (S.D. Ohio Sep. 1, 2016)
- *Trent P. Fisher Enters., LLC v. SAS Automation, LLC*, No. 3:20-cv-216, 2023 WL 8358982, at *2 (S.D. Ohio Nov. 13, 2023)

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